

AGREEMENTTHE BOOK  
NOT CIRCULATEThis Agreement, made and entered into this 18<sup>th</sup> day of February

1969, by and between THE CITY OF PLAINFIELD, A Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "Employer" and LOCAL 37, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter known and designated as the "Union."

Witnesseth:

Whereas, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees working in the Department of Public Works who are members of the Union and to provide orderly and peaceful procedures for presenting employee grievances and proposals and to protect the rights of the public in the City of Plainfield.

Now, therefore, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE IRECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative for the Employees of the Department of Public Works, it being agreed that this unit excludes clerical and supervisory employees.

ARTICLE II

CHECK-OFF

Section 1. The Employer agrees to deduct effective January 1, 1969, the initiation fee and/or dues of Seven Dollars (\$7.00) per month from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union office. The Employer shall be furnished by the Union, as a condition precedent to the deduction of amounts provided herein, with a sufficient and proper written authorization from each employee from whose salary such deductions are to be made authorizing the deduction of fees and dues as heretofore provided.

ARTICLE III

MANAGEMENT

Section 1. It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the Employer, among which are the direction and operation of the Department of Public Works, the types of work to be performed, the work assignments of employees, the machinery, tools and equipment to be used, shift schedules and hours of work, and the making and enforcing of rules and regulations for discipline and safety of its employees. None of the rules and regulations so formulated or as changed from time to time, shall be inconsistent with this Agreement. All such rules and regulations shall be observed by the employees.

Section 2. The promotion, transfer, discharge or discipline for cause and layoff are the sole function of the Employer except as may herein otherwise be provided or limited by any applicable provisions of this Agreement.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. Forty (40) hours of work each week, consisting of five (5) eight-(8)-hour days, Monday through Friday, shall constitute the normal work week for most employees. Due to the requirements of particular jobs, the work week may be other than as previously stated. Eight (8) consecutive hours of work each day, exclusive of a one (1) hour unpaid lunch period, shall constitute the normal work day for most employees.

Section 2. Time and one-half ( $1\frac{1}{2}$ ) the employee's regular hourly rate will be paid for the following work:

- (a) All work performed in excess of eight (8) hours in any one work day or in excess of forty (40) hours in any one work week.
- (b) All work performed on the sixth (6th) consecutive day worked in the work week. Whenever an employee is absent on any of the first five (5) days of that employee's scheduled work week, and works on the sixth (6th) day of such work week, time and one-half ( $1\frac{1}{2}$ ) shall be paid such employee for all hours worked on the sixth (6th) day, provided that the employee has been excused by his supervisor or his supervisor is satisfied that his absence was justified.

Section 3. Employees shall be paid double their regular hourly rate for the following work:

- (a) All work performed on the seventh (7th) day in the work week. Whenever an employee is absent on any scheduled work day during the work week and works on the seventh (7th) day of such work week, double time shall be paid such employee for all

hours worked on the seventh (7th) day provided that the employee has been excused by his supervisor or his supervisor is satisfied that his absence was justified.

Section 4. For each fraction of an hour worked on the sixth (6th) consecutive day worked in the work week or on the seventh (7th) day of a work week, the employee will receive a full hour's pay at the applicable overtime rate.

Section 5. Any employee who, in the absence of advance notice reports to work on his regular schedule, shall be guaranteed eight (8) hours work or eight (8) hours pay in lieu thereof. This eight (8) hour guarantee is not applicable if an employee reports late to work.

This provision does not apply when an Act of God occurs.

Any employee to whom the Employer is obligated to make reporting time payments hereunder shall be required as an express condition of his right to receive such reporting time payments to perform during the reporting time period whatever work the Employer may request.

Section 6. There shall be a fifteen (15) minute rest period during the first four (4) hours worked, and another fifteen (15) minute rest period during the second four (4) hours worked.

Section 7. When an employee is required to work twelve (12) or more consecutive hours, he shall be granted a second lunch period of one-half (1/2) hour duration at no loss of pay, and he shall be granted an additional one-half (1/2) hour lunch period for each five (5) consecutive hours over the above mentioned twelve (12)

consecutive hours at no loss of pay.

Section 8. There shall be no pyramiding of overtime or overtime computed on overtime.

ARTICLE V

SENIORITY

Section 1. Newly hired employees shall be considered probationary for the first ninety (90) days of their employment, or until certified by Civil Service when required. Such employees may, during the probationary period, be terminated at anytime without any recourse whatsoever.

Section 2. Upon the completion of the probationary period, an employee's seniority shall be his date of hire for purposes of benefits.

Section 3. In the event of layoff, departmental seniority shall prevail provided the employee has the necessary qualifications, skill and ability to perform whatever work may be available.

Section 4. Employees on layoff shall be recalled in inverse order of layoff provided the employee has the necessary qualifications, skill and ability for the job. The Employer will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position provided the qualified employees on the recall list are willing and able to be re-employed.

An employee who is recalled shall receive the current rate of the job to which he is recalled at his former payroll level.

Section 5. The Shop Steward shall, during his term of office, have top seniority for purposes of layoff and recall, provided he has the qualifications, skill and ability to perform the work available.

Section 6. Employees shall lose all seniority rights for the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause.
- (c) Failure to return to work within five (5) working days after being recalled from layoff and being notified by registered or certified mail, unless failure to return is due to actual illness or accident.
- (d) Five (5) days of unexcused absence.
- (e) Any other reasons recognized by Civil Service.

#### ARTICLE VI

##### HOLIDAYS

Section 1. There shall be thirteen (13) paid holidays during the term of this Agreement. The following days will be recognized as holidays under this Agreement unless said days are changed by ordinance or administrative directive.

New Years Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Election Day  
Veterans' Day  
Thanksgiving Day  
The Day after Thanksgiving Day  
Christmas Day

Section 2. Holidays falling on a Saturday or a Sunday, shall be celebrated on a day selected at the discretion of the Employer.

Section 3. In the event a holiday named in this Contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.

Section 4. Employees shall receive eight (8) hours pay computed at the employee's regular hourly rate for holidays not worked.

Section 5. In the event that any of the above enumerated holidays shall fall on a regular work day, and employees are not required to work on said holidays, such holiday shall be considered as a day worked for purposes of computing overtime.

Section 6. Any employee who works on any of the holidays specified in Section 1 above, will receive in addition to compensation provided in Section 4 above, one and one-half (1-1/2) times his regular hourly rate of pay for all work performed on the holiday.

Section 7. To be eligible to receive holiday pay, an employee must work the regular scheduled work day before the holiday and the regular scheduled work day after the holiday, unless he has been excused by his supervisor or unless his supervisor is satisfied that his absence was justified.

## ARTICLE VII

### VACATIONS

Section 1. The following vacation schedule shall apply for

all non-probationary employees:

Less than one (1) year of service	One (1) day for each month
One (1) year but less than five (5) years of service	Twelve (12) days vacation with pay
Five (5) years but less than ten (10) years of service	Fourteen (14) days vacation with pay
Ten (10) years but less than fifteen (15) years of service	Sixteen (16) days vacation with pay
Fifteen (15) years but less than Twenty (20) years of service	Eighteen (18) days vacation with pay
Twenty (20) years and over of service	Twenty-two (22) days vacation with pay

Employee's paycheck for his earned vacation shall be given to the employee prior to the start of his vacation, provided that a request for said check is made within a reasonable time prior to his vacation date.

Section 2. Senior employees shall be given preference in the selection of vacation periods, where consistent with work schedules.

Section 3. Any employee whose employment has terminated for any reason except discharge for cause, shall receive a pro-rated vacation.

Section 4. Vacation time may not be accumulated for more than one (1) year except by mutual agreement of the parties hereto.

#### ARTICLE VIII

#### GRIEVANCE PROCEDURE

Section 1. It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for peaceable settlement of any and all disputes concerning the interpretation or



application of any clause herein except that the matters exclusively reserved to the Employer in Article III hereof shall not be subject to arbitration.

Section 2. Any aggrieved employee shall present his grievance within five (5) working days of its occurrence or such grievance will be deemed to be waived by the Union and the employee.

Section 3. In the event of such grievance, the steps hereinafter set forth shall be followed:

Step #1 The Employee and the Steward or the employee individually, but in the presence of the Steward shall take up the complaint with the Supervisor. In the event the Complaint is not satisfactorily settled within three (3) working days, the employee and the Steward shall sign a written Complaint and forward the grievance to the next step in the procedure.

Step #2 The Steward will discuss the grievance with the Director. In the event that the grievance is not satisfactorily adjusted within three (3) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the grievance procedure.

Step #3 The Union representative and the Mayor or his designated representative shall meet to discuss the grievance. Should the parties fail to adjust the grievance in Step #3, the matter shall be referred to an arbitrator in accordance with Article IX of this Agreement.

Section 4. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer does not answer an appeal of a grievance within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE IX

ARBITRATION

Section 1. If a grievance is not satisfactorily settled under Article VIII, Section 3, Step #3, it may be submitted to arbitration by either party, provided notice in writing of the intent to do so is given to the other party within five (5) working days of the decision under Article VIII, Section 3, Step #3.

Section 2. After giving notice of intent to arbitrate as provided in Section 1 above, the moving party must within ten (10) working days thereafter submit its request to the American Arbitration Association for the appointment of an arbitrator in accordance with its rules and procedures. Failure to comply with the provisions of this Section shall make the decision of the Employer final and conclusive on said grievance unless the time limits herein provided for are extended by mutual agreement.

Section 3. The decision of the arbitrator will be final and binding upon the Employer, the Union and all employees.

Section 4. The arbitrator shall have no authority to add to, subtract from or modify any provision of the Agreement; his authority being limited to the interpretation of the Article or paragraph of this Agreement out of which the grievance arose.

Section 5. The fees of the arbitrator shall be equally shared by the parties.

## ARTICLE X

### WAGES

Section 1. Effective December 29, 1968, all employees shall receive an increase of Seven Percent (7%) over their current rate in addition to any progression to a higher step for which they may be eligible.

Section 2. Effective December 29, 1968, the first two steps in the wage progression scale for grades 3 through 8 shall be eliminated.

Section 3. Employees with six (6) months of service but less than one (1) year of service on December 31, shall be eligible to progress to the next step in the wage scale upon the recommendation of the employee's department head.

Section 4. Any day shift employee who is required to work the night shift in lieu of his day shift due to snow conditions or other

emergencies shall receive a ten (10%) percent premium for the first eight (8) hours worked on the night shift. After eight (8) hours, the appropriate overtime pay schedule shall apply.

## ARTICLE XI

### TRANSFERS

Section 1. Employees may be temporarily transferred.

Section 2. If an employee is temporarily transferred to a lower rated job, he shall be paid his regular rate of pay.

Section 3. Any employee working twenty (20) hours or more in the course of any one work week in a higher job classification shall receive the rate of pay of the higher classification for all hours actually worked in that classification during the particular week. Employees working in a higher classification for less than twenty (20) hours in any one work week shall have this time credited toward experience for promotional purposes.

## ARTICLE XII

### SICK LEAVE

Section 1. Employees shall receive fifteen (15) days paid sick leave per year after one (1) year of service. Employees with less than one (1) year of service shall receive one (1) day of sick leave per month from the day of regular employment up to and including December 31 of the then current year. Sick leave shall accumulate but shall not be taken during the first three (3) months of employment.

Section 2. At the time of retirement or death of any full time employee, such employee shall be entitled to accumulated sick leave, or his estate in case of death, based upon the following formula: Ten (10) days credit shall be given for the first full fifty (50) days of accumulated sick leave, but for no fraction thereof. One (1) credit day is to be given for each ten (10) days of accumulated sick leave within the next one hundred fifty (150) days of accumulated sick leave. One (1) credit day is to be given for each five (5) days of accumulated sick leave thereafter. Compensation in lieu of accumulated sick leave shall in no case exceed an aggregate maximum of sixty (60) credit days.

#### ARTICLE XIII

##### DEATH IN THE FAMILY

Section 1. Wages up to three (3) days will be paid during the absence from duty of employees, when such absence is caused by death and attendance at funeral of the employee's spouse, mother, father, child, brother, sister or any member of the immediate household.

#### ARTICLE XIV

##### JURY DUTY

Section 1. Any employee who is absent from work because of jury duty shall be paid the difference between his regular straight time rate of pay and the fee paid for jury service, upon presentation of proper evidence of jury service and the amount of compensation received.

ARTICLE XV

HOSPITALIZATION

Section 1. The Employer shall pay the entire cost of the Blue Cross-Blue Shield coverage, including Rider "J" for all non-probationary employees. The Employer shall pay fifty (50%) percent of the cost of Blue Cross-Blue Shield including Rider "J" for the dependents of all non-probationary employees.

ARTICLE XVI

PENSION

Section 1. The Employer shall continue in effect during the life of this Agreement the Pension plan as it presently exists.

ARTICLE XVII

RIGHTS OF VISITATION

Section 1. The business agent or his representative or any officer of the Union shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purposes of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Supervisor for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representatives shall not in any way interfere with the operation of the department during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE XVIII

NO STRIKE - NO LOCKOUT

Section 1. The Union agrees that there shall be no strike of any kind, slowdown, sitdown, stay-in, boycott, picketing, work stoppage, or any other type of organized interference, coercive or otherwise, with the Employer's business, and further that the Union will do everything in its power to prevent its members from participating in any such unauthorized activity. The Employer agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

ARTICLE XIX

NO DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any employee regardless of race, creed, sex, age, color, political or religious affiliation or national origin.

ARTICLE XX

BULLETIN BOARDS

Section 1. Bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities.

ARTICLE XXI

GLOVES AND SAFETY SHOES

Section 1. Tree climbers shall receive Two (2) pair of

safety shoes per year. All other employees shall receive one (1) pair of safety shoes per year.

Section 2. The Employer shall supply gloves to employees as needed up to a maximum of four (4) pair per year.

ARTICLE XXII

POSTING

Section 1. Job vacancies shall be posted on the bulletin board.

ARTICLE XXIII

RULES AND REGULATIONS

Section 1. The Employer has the right to continue to establish reasonable rules and regulations governing the departmental operations and the conduct of the personnel.

ARTICLE XXIV

SNOW PLOWING TRUCKS

Section 1. The Employer shall assign two (2) employees to snow plowing trucks where there are sufficient employees available.

ARTICLE XXV

SAFETY

Section 1. Employee complaints regarding safety shall be subject to the grievance procedure.

ARTICLE XXVI

RELATIONSHIP OF PARTIES

Section 1. The relationship of the parties is fully and



exclusively set forth by this Agreement and by no other means, oral or written.

ARTICLE XXVII

DURATION OF AGREEMENT

Section 1. This Agreement shall become effective on January 1, 1969 and shall terminate on December 31, 1969.

Section 2. If either of the parties desires to change this Agreement, it shall in writing notify the other party at least sixty (60) days before the expiration date of this Agreement of the proposed changes and their desire to terminate this Agreement. Within thirty (30) days following receipt of said sixty (60) day notice, the parties shall meet to discuss the terms of the proposed new Agreement. If notice is not given as herein required, this Agreement shall automatically be renewed from year to year as the case may be.

ATTEST:

CITY OF PLAINFIELD

*James J. L.*  
City Clerk

*Madoff H. J.*  
Mayor

ATTEST:

LOCAL UNION NO. 37 AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF AMERICA

*Albert Bacala*